

COUNTY OF LOS ANGELES

REQUEST FOR PROPOSALS ACCIDENTAL DEATH AND DISABILITY INSURANCE FOR THE

AVIATION PERSONAL, SHERIFF RESERVE AND VOLUNTEER INSURANCE PROGRAMS

Issued: March 12, 2003

Prepared by:
Chief Administrative Office (CAO)
Risk Management Operations
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I. INTRODUCTION AND BACKGROUND

A. **Key Dates** - Please note the following key dates:

Key Dates	Events
March 12, 2003	Issue Request for Proposals
March 20, 2003	Broker Deadline to submit questions
April 7, 2003	Broker Proposals due
April 16 & 17, 2003	Committee Evaluates broker proposals, including interviews if needed, to place coverage
May 1, 2003	Broker confirms final program for County approval
June 3, 2003	Board of Supervisors approval
June 3, 2003	County authorizes broker to bind coverage
July 1, 2003	Coverage becomes effective

B. **Invitation**

The County of Los Angeles (County) seeks individual proposals to renew and consolidate the Accidental Death and Disability (AD&D), and medical expense coverage included in the County's Aviation Personal, Sheriff Reserve and Volunteer Programs, to be effective July 1, 2003. Imaginative and comprehensive proposals are solicited to determine the availability of a program which provides comprehensive coverage at a reasonable premium cost. More detailed information concerning the County's insurance specifications and the individual programs is provided throughout this Request for Proposal (RFP). The existing insurance policies will expire on July 1, 2003.

Basic information concerning required coverage, County activities, and existing insurance is provided in this RFP. Responses must be provided in accordance with the requirements of this document. The County, based on its evaluation of the proposals received, will select a broker of record to place the required coverage.

The specifications outlined in this RFP are designed to provide a general framework of minimum requirements, but are not intended to limit the freedom of proposers to submit alternative proposals, which, in their judgment, would be beneficial and cost-effective for the County. Alternative proposals submitted will be considered after review of the basic proposals.

C. **County of Los Angeles – General Background**

The County, the largest county in the nation, covers 4,083 square miles with a population exceeding 9 million. The County is governed by an elected Board of Supervisors. Created in 1850 as a political subdivision of the State, the County is governed by a five member Board of Supervisors, responsible for the delivery of a multitude of services through a work force of approximately 80,000 employees.

Each Supervisor serves a four-year term and represents the citizens of one of the five supervisorial districts into which the County is divided. The Board functions as the executive and legislative head of County government. Certain County services are mandatory (required by the County's Charter or State/Federal regulations), while others are discretionary (established by County ordinance).

II. GENERAL UNDERWRITING INFORMATION

The County's evaluation and selection of the proposal shall be primarily focused on:

- ! premium cost;
- ! commercial insurance design (program coverage, underwriter financial soundness);
- ! broker experience and background; and,
- ! broker services.

To assist brokers in the development of their proposals, key information concerning the current programs follows:

A. **AVIATION:**

1. **Aviation Personal Accident Insurance Program** - In September of 1966, members of the California Association of Professional Employees informed the County that County Officers and employees who were required to fly on unscheduled air carriers (County owned Aircraft) were experiencing restrictions on their personal insurance. Specifically, certain employee owned insurance policies included restrictions which voided or canceled benefits if death or injury resulted from travel on non-scheduled air lines. These allegations were investigated by the County and found to have merit at that time. Accordingly, the County Board of Supervisors approved the purchase of commercial insurance to provide accidental death and dismemberment (AD&D) benefits for County officers and employees flying in connection with their official duties on County owned Aircraft. The County maintains this commercial coverage as sound management practice to guard against the risk of financial loss from multiple claims which could arise from a single air crash incident.

Exhibit 11 includes a copy of the County's current policy information and Exhibit 12 includes a schedule of County aircraft.

2. **General Description of Aircraft Operations** - The County Sheriff and Fire Departments operate helicopters, as well as fixed-wing aircraft.
 - a. **Sheriff's Department:** The Sheriff has the primary responsibility for public safety and protection in the unincorporated areas of the County and in cities which contract with the County for law enforcement services. These responsibilities are enumerated in and consistent with the California Government Code.

- b. Fire Department: The Fire Department is responsible for the protection of life and property from fire and disaster, and for rescue services in the unincorporated areas of the County and in cities which contract with the County for fire protection services. In addition, the department will respond to fires on public land and provide assistance extinguishing disastrous fires in incorporated cities upon request.

These responsibilities are accomplished through the use of helicopters for aerial attacks with water and fire suppression/retardant compounds, aerial application of fertilizer and seeds for restoration and fire prevention, and air ambulance response. Fire fighting personnel and equipment are transported by helicopter.

The County also authorizes on a limited basis the use of privately-owned fixed-wing aircraft for inter-airport travel, aerial surveys, and for access to isolated locations in connection with County business. On occasion, the County will transport non-County personnel on County aircraft or County personnel may be transported by non-owned aircraft (i.e. Coast Guard, U.S. Forest Service). In certain situations, the County also may lease aircraft (the UH-60L Sikorsky Firehawk or the S-64E Helitanker - Erickson Air-Crane) for wildland firefighting operations.

B. SHERIFF RESERVE DEPUTIES:

1. **Sheriff Reserve Disability Income Insurance Program** - This program covers all Los Angeles County Sheriff Department Reserve Deputy Personnel under age 80. The Plan provides AD&D and weekly income benefits to Reserve Deputy personnel injured while participating in any scheduled, sponsored and supervised activity. Unlike Deputy personnel, reservists are not covered under Section 4850 of the Labor Code (which provides a paid leave of absence up to one year for on-duty injury or illness, and up to \$602 weekly workers compensation benefit). For these reasons, supplemental insurance is provided in the event of serious injury.

Exhibit 11 includes a copy of the County's current policy information, and Exhibit 12 includes a recent summary listing that includes Sheriff Reserve personnel data.

Reserve Officer Activities: The Sheriff Department utilizes the services of unpaid reserve personnel for activities including crime prevention, investigation, responding to calls, traffic control, enforcement of laws, park patrol, search &

rescue, and training. Sheriff reserve personnel are occasionally assigned as crew members in Sheriff's Department aircraft. Major classes of reserve deputies include Uniform Reserve Patrol & Specialist (UPR), Mounted Posse Reserve (MPR), Search & Rescue (S&R) and Explorers.

C. **COUNTY VOLUNTEERS:**

1. **Volunteer Workers Insurance Program** - The Volunteer Workers Insurance Program was established to provide medical expense reimbursement for injury or death resulting from the performance of volunteer services, and includes accidental death and dismemberment benefits. Volunteers, with the exception of certain health and safety classifications, are not County employees and therefore not entitled to benefits under the County's Workers Compensation Plan. The Volunteer Workers Insurance Program provides medical expense reimbursement without the need for the volunteer to pursue a formal government claim against the County, and supports County departments in the recruitment and retention of volunteers.

County volunteers assigned to County hospitals may receive free initial treatment at the hospital for accidental injuries incurred in the performance of their duties. They are informed that they will not be billed for the treatment and therefore do not have to file a claim.

Exhibit 11 includes a copy of the current policy information, and Exhibit 12 includes a recent summary of the number of hours donated to the County annually by volunteers.

2. **County Volunteer Program** - The County established a Volunteer Program in 1962 to promote community involvement and utilize the skills and talent of private citizens who offer their time to support the County in performing its governmental services. The Volunteer Program is administered at each participating County Department by a departmental Volunteer Program Manager/Coordinator. Department responsibilities include volunteer selection and training, loss prevention and safety, supervising program activities, maintaining attendance records and scheduling work hours.

Volunteers duties vary and are based on the ability of the volunteer to perform work within his/her physical capabilities and skills. Many assignments consist of clerical, receptionist, docent or similar duties. Volunteers who do work for the Sheriff's Department are occasionally assigned as crew members in Sheriff's Department aircraft. Statistics are not maintained or available to provide profiles of volunteer sex, age, income, special skills or other specific information.

III. BROKER SELECTION PROCESS

- A. **Selection Overview** - In its evaluation and selection process, the County will select the broker that the County believes will provide the best combination of coverage, service and cost. The selection process for the Broker of Record shall consist of the following steps:

1. **EVALUATION OF PROPOSALS**: Proposals received will be evaluated and rated as indicated in the ***Evaluation of Proposals*** Section VI. The evaluation may include an interview of one or more proposers.

If conducted, interviews will be conducted on a question and answer basis to provide clarification and additional information concerning the proposer's qualifications and services. The interviews will be rated based on the criteria indicated in the ***Evaluation of Proposals*** Section VI.

2. **APPOINTMENT OF BROKER OF RECORD**: The highest rated proposer shall be appointed as the Broker of Record, and will be authorized to place coverage in accordance with the terms of its proposal and of this RFP.

- B. **Broker of Record Appointment** - The Broker of Record must provide a written guarantee by May 1, 2003, that the coverage, program structure and underwriters' participation will be in effect as of July 1, 2003 (pending approval by the Board of Supervisors to purchase insurance coverage), and in accordance with the premium quote submitted by the broker and accepted by the County. The Broker of Record will provide a Bid Bond if required by the County.

The Broker of Record appointment may be rescinded at the County's discretion should the broker be unable to formalize coverage as required by the County or should the County otherwise determine it to be in its best interest.

- C. **Broker Services Agreement** - The successful broker must execute a Broker Services Agreement (Agreement) for a three (3) year period that will become effective (pending approval by the Board of Supervisors) on July 1, 2003. The standard terms and conditions of the Agreement are included in Exhibit 1.

IV. GENERAL INSTRUCTIONS AND NOTICES TO PROPOSERS

Proposers must comply with these RFP requirements to be considered for selection. Proposals not in compliance with the following instructions may be disqualified. Responses may be rated solely on the information received and therefore, proposers are instructed to submit comprehensive and complete information.

The County is not obligated to any proposer in any manner and will not reimburse or pay any cost incurred by a proposer. All costs and expenses associated with the development of a response to this RFP are at the proposer's sole expense.

- A. **Representations and Market Assignments** - During the development of a response to this RFP, proposers shall **not** represent themselves as the appointed Broker of Record of the County for the renewal of this program.
- B. **Responses to Questions**

**Questions relating to this RFP
must be submitted to Delta Uyenoyama via fax at
(213) 252-0404 no later than
5:00 p.m., March 20, 2003.**

A response from the County, together with a copy of the broker's questions, will be posted on the County's Risk Management Website at <http://cao.co.la.ca.us/riskmgmt/contracting.htm>. **All participating brokers are responsible for accessing and checking this website for proposers questions and County's answers, as well as any other addenda to this RFP.** If a proposer prefers to receive such information by mail, e-mail, or fax, the proposer is responsible to submit a fax by the above date that includes this request and the following:

1. Name of proposer and Company name
2. Phone number
3. Fax number
4. E-mail address (if available)
5. Mailing address

The information contained in this RFP is based on available information that the County believes to be accurate. Proposers are provided this information so as to be informed and knowledgeable as to the extent and general character of the risks to be insured and the County's requirements.

- C. **Underwriters and Financial Ratings** - It is the sole and continuing responsibility of the proposer to investigate, evaluate, and advise the County of the ability of underwriters to meet coverage and financial obligations. The County reserves the right to reject any underwriter that the County deems unacceptable because of financial, conflict of interest or operational concerns.
- D. **Notice to Proposers Regarding the Public Records Act** - All documents submitted in response to this RFP are subject to public disclosure as permitted by the California Public Records Act. Specifically, responses to this RFP become the exclusive property of the County of Los Angeles. At such time as the CAO may recommend approval of an agreement to the Board of Supervisors, and such recommendation appears on the Board's Agenda, all proposals submitted in response to the RFP become a matter of public record and shall be regarded as public records.

Exceptions will be those elements in each proposal which are trade secrets as that term is defined in California Government Code Section 62543.7, and, which are so marked as "Trade Secret," Confidential" or "Proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by order of the Court. Proposers who indiscriminately and without justification identify all or most of their Proposal as exempt from disclosure may be deemed unresponsive.

- E. **Gratuities** -It is improper for any County officer, employee or agent to solicit consideration, in any form, from a proposer with the implication, suggestion or statement that the proposer's provision of the consideration may secure more favorable treatment for the proposer in the selection of the broker or that the proposer's failure to provide such consideration may negatively affect the County's consideration of the proposer's submission. A proposer shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the selection of the broker.

A proposer shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the proposer's submission being eliminated from consideration.

- F. **County's Rights** - The County reserves the right to extend the submission deadline, or any other deadline or date indicated in this RFP, in the event that an extension would be

in the best interest of the County. The County may investigate the qualifications of any proposer under consideration, including its financial capability, require confirmation of information furnished by a proposer, and require additional evidence of qualifications as requested in this RFP. The County in doing so reserves the right to:

1. Reject any or all submissions.
2. Issue subsequent RFPs.
3. Cancel the entire RFP.
4. Revise evaluation criteria with notice to appropriate proposers.
5. Accept or reject any portion of any proposal.
6. Waive any irregularities in any proposal received.
7. Remedy technical errors in the RFP.
8. Appoint an evaluation committee to review submissions.
9. Seek the assistance of outside technical experts in the evaluation of submissions.
10. Approve or disapprove the use of particular subcontractors.
11. Establish a short list of proposers eligible for discussions after a review of written submissions.
12. Negotiate with any or none of the proposers.
13. Solicit best and final offers from all or some of the proposers.
14. Award an agreement to one or more proposers.
15. Independently score or re-score each proposer's qualifications, experience and/or conceptual proposals, including cost, consistent with the RFP.
16. Request and accept any additional information needed by the County for its evaluation.

G. **County's Quality Assurance Plan** - After Agreement award, the County or its agent will evaluate the contractor's performance under the Agreement on not less than an annual basis. Contractor deficiencies which the County determines are severe or continuing and that may jeopardize performance of the Agreement will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Agreement or impose other penalties as specified in the Agreement.

H. **Alternative Proposals** - The specifications outlined in this RFP are designed to provide a general framework and basis for the comparison of proposals, but are not intended to limit the freedom of proposers in submitting alternative proposals which would be beneficial and cost-effective for the County. Alternative proposals submitted will be considered after review of the basic proposal.

- I. **Audited Financial Statements and Performance Bond** - Proposers must also submit their most current audited financial statement for assessment by the County's Auditor-Controller. This assessment will assist the County in ensuring that the appointed broker is capable of providing the services necessary for the efficient administration of the County's insurance program over the term of the Agreement.

The successful broker will be required to submit updated audited financial statements no later than ninety (90) days prior to the annual insurance policy renewal. Should the incumbent broker receive a "Poor" financial assessment by the Auditor-Controller, a new RFP will be issued for the program renewal and a new broker will be selected. If necessary, an interim broker will be appointed pending selection of the new broker.

Instead of a current audited financial statement, proposers may commit to providing a performance bond. If your firm selects this option, you must submit a specimen performance bond form with your proposal. **The performance bond, in the form approved by the County, must be provided prior to the County's approval of the Agreement.** Should the successful bidder fail to provide a performance bond as required, the County will take whatever action it deems necessary, including the issuance of a new RFP or the selection of the next best proposal.

- J. **Reports** - Proposers are required to provide the County with periodic and annual reports of relevant program activity. This would include reports providing information concerning:
1. Premiums paid
 2. Claims (including, but not necessarily limited to, such information as coverage type, involved department, status of claim, date of loss, names of involved individuals, amount and description of loss).

Proposers must secure underwriter agreement to furnish the County with notices of all claims settlements.

V. SUBMISSION OF PROPOSALS

A. **General Instructions** - Instructions for the submittal of the proposal are as follows:

1. The proposal must be submitted in 8-1/2" X 11" page format. All pages should be numbered for easy reference.
2. **Proposals may be mailed or personally delivered, but must be received by the County no later than 2:00 p.m. on April 7, 2003.** Eight (8) copies (including at least one reproducible copy) must be received by Mr. Delta Uyenoyama at the following addresses:

Delta Uyenoyama, Chief
Risk Management Operations, CAO
County of Los Angeles
3333 Wilshire Blvd., Suite 820
Los Angeles, California 90010

3. The proposal envelopes must be **boldly** marked:

<p>Proposal for Aviation Personal, Sheriff Reserve and Volunteer Accidental Death and Disability Insurance Programs</p>
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4. All costs and expenses associated with the development of a response to this Request for Proposals are the sole expense of the proposer. The County is not obligated to the proposer in any manner and will not reimburse or pay any cost incurred by the proposer.

B. **Information Required** - This Section of the RFP requests specific information, and indicates the required County forms and statements which must be included with the proposal. Your response will be used to evaluate your proposal. Please provide the required information in the manner and order shown below.

1. **Cover Letter** - The Cover Letter shall be a maximum of two (2) pages, and includes:
 - a. an introduction,
 - b. the name and address of the organization submitting the proposal,
 - c. the signature of the officer of the organization who is authorized to execute the proposal,
 - d. the name, address, telephone and fax numbers of the contact person(s) who will be authorized to make presentations for the proposer, and
 - e. a statement that the proposal is valid for a period of at least ninety (90) days after the date that proposals are due to the County.
2. **Table of Contents** - The Table of Contents shall include a detailed outline of the materials, identified by sequential page number and by section reference number including, but not limited to the headings described below.
3. **Experience and Background- PART 1** shall be entitled “***Experience and Background***”. To learn more about each proposer, we ask that you please:
 - a. Provide a description of your firm including brief history, size, number of offices and other pertinent information.
 - b. Provide the names and resumes of the individual personnel who will handle the account (including account executives, marketing personnel, and other key account team members). For each person, include a description of their experience with public entities or other similar clients, and office location.
 - c. Include three (3) references. For each reference show:
 - (1) client name,
 - (2) contact name, title and phone number,
 - (3) when your firm served the account,
 - (4) each specific line of coverage placed, and
 - (5) approximate premium size.
 - d. Identify any special expertise that will be of assistance to the County (available from insurers or through your firm). This could include program design, marketing, risk control or other areas.

- e. Identify your methodology for checking the financial stability of insurers.
 - f. Describe how you will keep up to date on the loss exposures covered by the policies you place.
 - g. Describe your ability and experience in resolving large, complex, and disputed claims.
 - h. Describe loss control assistance you can provide and how it will benefit the County.
 - i. Identify and describe any other services you can provide which will benefit the County.
 - j. Provide a copy of your firm's most current audited financial statement, or, a statement confirming your firm will provide a performance bond and a copy of specimen bond.
4. **Program** - **PART 2** shall be entitled "***Program.***" Please describe your approach to structuring a program for the County, including the following:
- a. Any special coverage features or services which may be attractive to the County.
 - b. Improvements to the current coverage which you can obtain.
 - c. Major exclusions that may apply to the program you propose.
 - d. Any difficulties you may have duplicating the current coverages or limits.
 - e. Policies or combinations of policies you recommend.
 - f. Limits and deductibles.
 - g. Any additional information needed to market the County's insurance program. If you include application or exposure summary forms, please keep them pertinent to the County.
 - h. How the insurance program will be structured (ex. Identify multiple underwriters).

- i. Steps you will take or coverage features you will include to ensure prompt payment of all losses.
- 5. **Premium and Broker Compensation - PART 3** shall be entitled “**Premium and Broker Compensation**” and shall consist of the completed Premium/Broker Compensation Quote Sheet, Exhibit 10.
- 6. **County Required Forms and Statements - PART 4** shall be entitled “**County Required Forms and Statements**” and must contain the following completed forms and statements
 - a. Community Business Enterprise (CBE): Proposers must complete and include Exhibit 2 , **Los Angeles County Community Business Enterprise (CBE) form** with their proposal. This information is requested for statistical purposes, only. To the extent possible, proposers are encouraged to qualify as or to be affiliated with a CBE firm certified with the County’s Office of Affirmative Action Compliance. Further information is available at website <http://oaac.co.la.ca.us/WomMin.shtml> .

Los Angeles County is committed to actively encourage and promote participation of all business concerns in its private sector contracting activities. In support of this commitment, the Los Angeles County Directory of Certified Minority, Women, Disadvantaged & Disabled Veterans Business Enterprises was created in an effort to maximize opportunities for minorities, women, disadvantaged and disabled veteran business enterprises. The broker selected through this solicitation is encouraged to utilize the services of those entities listed in the above resource directory, as appropriate.

- b. Local Small Business Enterprise Preference Program: In evaluating proposals, the County will give preference to businesses that are certified by the County as a local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code. A Certified Local SBE is: 1) a business certified by the State of California as a small business enterprise; 2) having its principal office currently located in Los Angeles County for a period of at least the last twelve months; and 3) certified by the Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above. Certified Local SBEs must request the SBE preference in their solicitation responses and may not request the

preference unless the certification process has been completed and certification affirmed. County must verify Local SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.

Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Website at www.pd.dgs.ca.gov/smbus/default

- c. Consideration of GAIN and GROW Participants for Employment: Should contractor require additional or replacement personnel after the effective date of this Contract, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to contractor.
- d. County's Child Support Compliance Program: Proposers must submit certification to the Chief Administrative Office and to the Child Support Services Department (CSSD), in accordance with the provisions of the County Code Section 2.200.060. Such certificates (also available at website <http://cscp.da.co.la.ca.us>) are submitted as follows:
 - (1) Separately to the Child Support Services Department (CSSD), a completed **Principal Owner Information (POI) Form**, Exhibit 3. The PIO Form must be appropriately completed and provided to CSSD with respect to the proposer's Principal Owners;
 - (2) To the Chief Administrative Office with the proposal a completed **Child Support Compliance Program Certificate**, (CSCP) Certificate Exhibit 3. The CSCP Certificate certifies that the proposer has:
 - (a) submitted a completed PIO Form to the child Support Services Department with respect to the Vendor's Principal Owners;
 - (b) fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees;

and

- (c) fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance.

Failure of Proposer to submit the CSCP Certification (which includes certification that the PIO Form has been submitted to the CSSD) with the proposal and a copy to CSSD shall be grounds for a finding that the proposal is non-responsive (County Code Section 2.200.070).

- e. Certain Contracts Prohibited: Proposer shall sign and include ***Certification of “No Conflict of Interest” Form***, Exhibit 5.
- f. Acceptance of Terms and Conditions: Proposer shall provide a statement entitled “Acceptance of Terms and Conditions”, indicating that proposers understand and agree that submission of a proposal constitutes acknowledgment and acceptance of, and a willingness to comply with, all of the terms and conditions contained in this RFP. Further, as pertains to ***Broker Services Agreement***, Exhibit 1, the terms and conditions stated therein will be included in the final agreement. Proposers will be deemed to have accepted those terms and conditions unless specific changes are requested in the proposal submitted and accepted by the County.
- g. County Lobbyist Ordinance: Proposer shall sign and include as part of the proposal, ***Familiarity of the County Lobbyist Ordinance Certification***, Exhibit 6.
- h. Proposer’s/Offeror’s EEO Certification: Proposer shall complete and include as part of the proposal ***Bidder’s/Offeror’s EEO Certification***, Exhibit 7.
- i. Contractor Employee Acknowledgment and Confidentiality Agreement: Proposers must provide a statement that the Proposer agrees to the confidentiality requirements contained in this RFP and prior to beginning services under this Agreement would ensure that ***Contractor Employee Acknowledgment and Confidentiality Agreement***, Exhibit 4, will be signed by all of Contractor’s staff who work under this Agreement.

j. Jury Service Program: The prospective broker is subject to the requirements of the County's Contract Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective brokers should carefully read the Jury service program below, and the pertinent jury service provisions included in Exhibit 8, the sample Broker Services Agreement, which is incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both contractors and subcontractors. Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

(1) The Jury Service Program requires contractors and their subcontractors to have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a contractor and "Full-time" means 40 hours or more worked per week, for a lesser number of hours if: 1. The lesser number is a recognized industry standard as determined by the County, or 2. The contractor has a long-standing practice that defines the lesser number of hours as full time. Therefore, the Jury Service Program applies to all of a contractor's full-time California employees, even those not working specifically on the County project.

(2) There are two ways in which a contractor might not be subject to the Jury Service Program. The first is if the contractor does not fall within the Jury Service Program's definition of "contractor". The Program defines "contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12 month period under one or more County contracts or subcontracts. The second is if the contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to contractors that have 1) ten or fewer employees; and 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to

contractors that possess a collective bargaining agreement that expressly supersedes the provisions of a Jury Service Program. The contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

- (3) If a contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the contractor must still indicate in the Certification Form and Application for Exception, (see Exhibit 8) and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the contractor's application, the County will determine, in its sole discretion, whether the contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.
- k. The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information and attachments will be provided by County to Proposers at a later date; it will also be available soon on the Internet at www.babysafela.org for printing purposes.
7. Last Page of Proposal: **PART 5** shall be the last page of the proposal and shall include the signature(s) of the person(s) authorized to bind the proposer to a contract, and a certification that the prices quoted in the proposal were arrived at independently, without consultation, communication or agreement with any other proposer or competitor, for the purpose of restricting competition. Exhibit 9 is a sample of this page.

VI. EVALUATION OF PROPOSALS

A panel of County raters, including representatives from involved departments, will evaluate and rate proposals based on the requirements outlined in this RFP. A written evaluation document will be completed by each rater.

Proposers must comply with the RFP requirements to be considered for selection. Proposals could be rated solely on the information received and therefore, proposers are instructed to submit a comprehensive and thorough statement of qualifications and conceptual proposal.

The following outlines the information to be submitted for evaluation, review and rating. The weights to be given to each category are indicated in parentheses:

A. Experience and Background (20%)

1. Statement on prior experience, knowledge, and success of firm in developing similar AD&D, disability and medical expense insurance programs, particularly programs with similar coverage utilized by major public entities, including availability of additional or alternative staff to service the County's account as needed.
2. Name(s) and telephone numbers of three clients with similar operations and levels of coverage who may be contacted to review client satisfaction and the proposer's current and past performance.
3. Copies of necessary insurance and business license(s) in accordance with State of California and any other appropriate local jurisdiction's licensing requirements.
4. Description of any special expertise or other services, available from insurers or your firm that may be of assistance to the County.
5. Names and titles of personnel who will be handling the account with a resume for each individual listing qualifications (including CLU, CPCU, ARM or similar professional designations), years of experience (particularly in the area of AD&D, disability and medical expense insurance coverage) and office location. Account representatives should have a minimum of five (5) years' experience in the placement and servicing of such insurance programs.

6. Name, title, qualifications and relevant information of each account executive, marketing and claim personnel and other members of your firm that you consider essential to this program.
7. Current audited financial statements for assessment by the County's Auditor-Controller, OR, a commitment to provide a performance bond, accompanied with a specimen form of the bond.

B. Commercial Insurance Design (30%)

1. Structure of Insurance Program:
 - a. Identifies coverage limits and deductible amounts.
 - b. Identifies special coverage, policy improvements, or features which are available and beneficial to the County, or other changes/modifications proposed to existing policies.
 - c. Provides definition of insured persons and lists major policy exclusions/restrictions.
 - d. Provides diagram of program structure, if more than one insurer will be used.
 - e. Lists alternative coverage and deductible limits that proposer believes may be more cost effective and should be explored by the County.
 - f. Provides copy of expected policy form(s).
 - g. Provides statement that the conceptual proposal complies or does not comply with the minimum commercial insurance requirements outlined in this RFP.
2. Proposed Insurance Companies:
 - a. Information on insurer(s) is submitted in the format and in accordance with instructions provided in this RFP.
 - b. Verifies the insurers have an A.M. Best or equivalent rating of not less than "A", with a Financial Size Category (FSC) of VIII or higher
3. Marketing Approach:
 - a. Describes key activities broker will follow to market the County's program.
 - b. Provides time schedule.
 - c. Lists additional data required from the County, if any

C. Premium and Method of Broker Compensation (30%)

1. Statement of best estimate of the projected policy premium cost (25%). The proposed premium cost will be carefully evaluated and competitively compared

with all other proposals.

2. Statement on amount and manner of broker compensation which is proposed (5%). Although the County will entertain all proposals, it is expected that broker compensation should not exceed 15% of the premium cost.

D. **Broker Services (20%):** Proposers must identify and describe all broker services available to the County that are to be provided as normal services (1) at **no** cost (no additional premium), and (2) any other services available for an **additional** cost, which the proposer believes will benefit the County. This statement of the type and extent of services to be provided for each policy purchased by the County must include, but is not limited to, the following:

1. Marketing of required insurance coverage.
2. Developing underwriting information on existing programs, including issuance of recommendations concerning coverage and/or wording changes, and negotiation with carriers to improve the program and coverage.
3. Preparing, issuing and/or reviewing, as appropriate, all invoices, insurance binders, policies, endorsements, certificates of insurance and other documents to ensure terms, conditions and wording are complete and accurate
4. Providing County with a premium schedule which allocates premium costs by policy and department for County's internal funding purposes.
5. Collecting and disbursing premiums to underwriter(s), including verifying the accuracy of all invoices.
6. Assistance and consulting concerning policy changes and general risk management activities.
7. Developing underwriting information and assisting in gathering and organizing exposure and loss data for renewals.
8. Providing advisement concerning changes in insurance market conditions, product or coverage changes, or renewal problems.
9. Assisting in the resolution of claims, particularly the resolution of difficult or disputed claims.

10. Report generation and issuance, including maintenance of loss experience reports and procedural guidelines for use by County departments.
11. Provision of presentations and training to County staff.
12. Assistance in analyzing loss exposures arising from existing or new operations or activities.
13. Ability to comply with County's contract requirements, including those expressed in the Broker Services Agreement and this RFP.

VII. INSURANCE REQUIREMENTS: PROPOSED SPECIFICATIONS AND REQUIRED CONDITIONS

The following is an outline of specific coverages and policy requirements which should be considered as minimum requirements. This information is provided to assist proposers in the development of their proposal. Proposals not meeting these minimum requirements will be disqualified and not considered for selection.

- A. **Coverages and Limits:** The minimum coverages and limits are outlined in the following table, and are primarily drawn from the policy information provided in Exhibit 11.

PROGRAM TYPE	MINIMUM COVERAGES	COVERAGE LIMITS	DEDUCTIBLES	OTHER REQUIREMENTS
Aviation Personal	AD&D	<p>\$25,000 principal sum per person; \$1,000,000 aggregate limit per accident.</p> <p>Loss of life, or loss of two hands, or two feet, or sight of two eyes, or speech and hearing in both ears, or one hand or one foot and the sight of one eye, or quadriplegia: \$25,000</p> <p>Other accidental dismemberment and paralysis benefits are paid a percentage of the \$25,000 maximum.</p> <p>\$100,000 for emergency evacuation with family travel.</p> <p>Repatriation of remains: \$10,000</p> <p>Coma benefit if in coma more than 30 days: \$250 per month not to exceed total of \$25,000</p>	None	24 hour accident protection

RFP - AVIATION PERSONAL, SHERIFF RESERVE AND VOLUNTEER
ACCIDENTAL DEATH AND DISABILITY INSURANCE PROGRAMS

PROGRAM TYPE	MINIMUM COVERAGES	COVERAGE LIMITS	DEDUCTIBLES	OTHER REQUIREMENTS
Sheriff Reserve	(1) AD&D	(1) \$10,000 per life maximum plus an additional \$1,000 per life maximum for seat belt usage. Loss of Life, or loss of two hands, or two feet, or sight of both eyes, or one hand and one foot, or one hand and the sight of one eye or one foot and the sight of one eye, or speech and hearing in both ears: \$10,000. Other accidental dismemberment benefits are paid a percentage of the \$25,000 maximum. Repatriation of remains: \$10,000 Catastrophe cash benefit: \$10,000 Emergency evacuation with family travel: \$100,000 \$1,000,000 aggregate limit per accident.	None	24 hour accident protection Personnel eligible up to age 80
	(2)(a) Disability Income	(2)(a) Weekly income benefit - \$300 per life maximum for a maximum of 104 weeks with a 31 day elimination period.		
	(2)(b) Disability Income *	(2)(b) Weekly income benefit of \$602 per life for a maximum of 104 weeks with a 31 day elimination period.		
	* This weekly benefit amount is not provided under the current policy. Proposers are requested to obtain quotes at this higher benefit amount as well as the benefit amount show in (2) (a).			

RFP - AVIATION PERSONAL, SHERIFF RESERVE AND VOLUNTEER
ACCIDENTAL DEATH AND DISABILITY INSURANCE PROGRAMS

PROGRAM TYPE	MINIMUM COVERAGES	COVERAGE LIMITS	DEDUCTIBLES	OTHER REQUIREMENTS
Volunteer	AD&D Accidental Medical Expense: Excess	<p>\$5,000 per life maximum plus an additional \$1,000 per life maximum for seat belt use.</p> <p>Loss of Life, or loss of two hands, or two feet, or sight of both eyes, or one hand and one foot, or one hand and the sight of one eye or one foot and the sight of one eye, or speech and hearing in both ears: \$5,000.</p> <p>Accidental medical expense (excess): \$10,000 maximum \$500 dental maximum.</p> <p>Catastrophe cash benefit: \$5,000</p> <p>Emergency evacuation with family travel: \$100,000</p> <p>Repatriation of remains: \$10,000</p> <p>Seat belt usage: \$1,000</p> <p>Aggregate limit of \$250,000</p>	None	<p>24 hour accident protection</p> <p>No age limitations.</p>

Proposals must stipulate if the proposed coverage will apply on a primary or excess basis.

Proposers are encouraged to submit optional proposals with alternative coverages and terms which would be beneficial and cost-effective. Each alternative proposal must be presented by separate submittal using the ***Premium & Broker Compensation Quote Sheet***, Exhibit 10.

- B. **Premiums** - The County desires a policy (or policies) with a flat annual Premium. Proposals must clearly describe the proposed premium payment arrangement.

[The current policies are subject to audit and premiums are paid annually. Premiums are based on the total number of aircraft seats, or reserve or volunteer hours worked during the year, as applicable.]

- C. **Coverages/Perils Excluded** - Proposals must:

1. state any warranties or conditions which may limit or restrict coverage.
2. specifically list any coverage restrictions or exclusions which will apply.

Otherwise, it is assumed coverage will apply without limitation or restriction.

- D. **Loss Experience** - Summary information pertaining to loss experience is attached as Exhibit 13.

It will be assumed that the underwriter has been provided data or has undertaken sufficient investigation to be informed concerning the extent and character of the hazards and insurance specifications. Should additional information be needed, a written request must be submitted as noted in ***Responses to Questions***, Section IV, B.

- E. **Required Policy Conditions** - The following conditions are required and must be endorsed to the policy(s) of insurance:

1. Policyholder: The County of Los Angeles and all Special Districts under the governance of the County's Board of Supervisors
2. Named Insured: The County of Los Angeles and all Special Districts under the governance of the County's Board of Supervisors.
3. Insured Persons:

a. **Aviation Personal Accident:**

- (1) County of Los Angeles, County Board of Supervisors, all Special Districts under the governance of the Board of Supervisors, all elected and appointed officers, agents, and employees of the County, and
- (2) All elected and appointed officers, agents and employees of cities or communities with whom the County has contracted to perform services, and
- (3) All guests traveling at the invitation of the County.

- b. **Sheriff Reserve:** All Sheriff Reserve Deputies and Explorers as designated by the County Sheriff Department.

c. Volunteers:

- (1) Class 1: Any person who is a Volunteer with any County Department, Special District or, who is appointed by the Los Angeles County Board of Supervisors to any committee or commission of the County of Los Angeles.
- (2) Class 2: All active members of the County of Los Angeles Rescue Youth Program.
- (3) Class 3: All active volunteers of the Department of Community and Senior Citizens Services

4. Address of Policyholder

County of Los Angeles, Chief Administrative Office, Risk Management Operations, 3333 Wilshire Blvd. – Suite 820, Los Angeles, CA 90010.

- 5. Effective Date And Term of Insurance - Commencing July 1, 2003 for a three year period subject to anniversary renewals.
- 6. Notice of Cancellation or Termination - Policy(s) must be endorsed to provide at least ninety (90) days written notice of cancellation, intent not to renew, or any substantive change in policy terms or rate. Notices must be made by certified mail to the policyholder at the above address.
- 7. Discovery And Notice of Claim - The proposed policy(s) must contain an endorsement stipulating that discovery of loss shall occur when the Chief Administrative Office - Risk Management Operations becomes aware of such incident or occurrence. Notice of loss will be provided to the insurer within a reasonable period of time.
- 8. Reinstatement Clause - In the event of any payment of indemnity by underwriters, the negotiated policy limit shall be automatically reinstated without reduction in coverage limits or additional premium.
- 9. Breach And Compliance With Warranty - Insurance shall not be invalidated or affected by a breach or failure of the County or any insureds to comply with any warranties or conditions which are unknown, beyond the control or not the responsibility of the County.

10. Error in Name And Description - Insurance shall not be prejudiced or invalidated by any error in the name or description of persons, services or program which are insured or to be insured.
11. Other Insurance - At the County's discretion, insurance shall at all times be primary over any other valid or collectible insurance which may be maintained or available to the County.
12. Conformity to Statute - Any policy(s) terms and conditions which are in conflict with the statutes of the State of California or other jurisdiction wherein insurance is issued must be amended to conform to such statutes. The proposer shall advise the policyholder of any statute or provision required by law to be stated in or attached to the policy(s) issued.
13. Waiver of Subrogation - Insurance shall not be invalidated because the County elects to waive, by contract or agreement, any or all rights of recovery against any party for loss. It is the responsibility of the underwriters and not the County to pursue and collect subrogation recoveries.
14. Reports - Underwriters shall provide the County with periodic and annual reports. This would include maintenance of a premium allocation report broken out by participating County department, and preparation of claims reports including, but not necessarily limited to, such information as date of loss, involved department, claim number, names of involved persons, amount and description of loss. Proposers should refer also to the report requirements in the **Broker Services Agreement**, see Exhibit 1, Section 9.2.
15. Underwriter Approval - The County reserves the right to reject any underwriter which the County deems to be unacceptable because of financial, conflict of interest or operational concerns. It is the sole and continuing responsibility of the proposer to investigate, evaluate, and advise the County of the underwriter's ability to meet coverage and financial obligations.

BROKER SERVICES AGREEMENT

**COUNTY OF LOS ANGELES
Aviation Personal, Sheriff Reserve and Volunteer
Accidental Death and Disability Insurance Programs**

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ACCIDENTAL DEATH AND DISABILITY INSURANCE PROGRAMS

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Exhibit A Request for Proposals (Not Attached)

Exhibit B Bid Specifications (Not Attached)

Exhibit C Proposal of , 2003 (Not Attached)

COUNTY OF LOS ANGELES
Aviation Personal, Sheriff Reserve and Volunteer
Accidental Death and Disability Insurance
Broker Services Agreement

This Contract is made and entered into this first day of July, Two Thousand Three, BY AND BETWEEN COUNTY OF LOS ANGELES, a body corporate and politic, referred to as "COUNTY" and _____, referred to as "CONTRACTOR," doing business at _____.

1. **APPLICABLE DOCUMENTS** - This Contract and the Attachments listed below form the entire agreement between the parties. Any conflict in the terms of the agreement shall be resolved by giving preference first to the provisions of the Contract, then the Request for Proposal, and then the Contractor's Proposal dated _____, 2003.

EXHIBITS

- A . . Request for Proposal (RFP) for the Appointment of Broker of Record to the Insurance Programs released March 12, 2003, (Incorporated, but not attached).
- B . . Bid Specification issued _____, 2003 (incorporated, but not attached).
- C . . Proposal of Contractor dated _____, 2003 (Incorporated, but not attached).

2. **DEFINITIONS**

- 2.1 **Broker of Record**: The brokerage firm selected through a competitive RFP process to place coverage and administer a County insurance program for a designated period, also referred to as Contractor herein.
- 2.2 **Commission**: A percentage of the amount of the insurance premium to be paid to the Contractor as full compensation for the placement and on-going administration of a County insurance program.
- 2.3 **Insurance Premium**: The amount due in one sum or periodically for an insurance policy.

- 2.4 **Policy Period:** The period that the policy is in effect. Generally, the policy period is for a 12 month period.

3. **TERM**

- 3.1 The term of this Contract shall commence on July 1, 2003 and shall continue in full force and effect until June 30, 2006.

- 3.2 In the event of expiration or prior termination of the term of this Contract, the contractor shall fully cooperate with County to provide for the transition to whatever service replacement method the County determines to be in its best interest.

4. **OPTION TO EXTEND** - The County shall have the option to extend this Contract for one (1) additional one-year terms. County Program Manager shall give one hundred and eighty (180) days prior written notice to Contractor of County's intention to exercise said option.

Notwithstanding the giving of such notice, any option to extend this Contract shall be subject to approval by both County and Contractor and shall be executed by the Board of Supervisors and shall include the terms and conditions set forth herein.

5. **COMPENSATION** - Contractor shall be compensated for all its services based on the commissions agreed to by the insurers, as described in Contractor's proposal. All invoices submitted to the County Program Manager of the policy premium and commission must identify these respective amounts.

The commission paid to the Contractor shall include all applicable taxes, and any additional taxes that are not included remain the responsibility of the Contractor. Contractor shall provide any supporting documents required by the County Program Manager to approve the invoice and issue payment within 30 days of receipt of invoice or supporting documents. The commission shall not exceed __% of the total policy premium and any commission in excess of this percentage amount will be rebated to the County by the Contractor.

6. **COUNTY'S PROGRAM MANAGER** - The County's Program Manager for this Contract shall be the Chief Administrative Officer (CAO). All work performed by contractor under this Contract shall be subject to approval by the County's Program Manager or his designee(s), who shall be responsible for on-going evaluation of contractor's performance and have full authority to direct the contractor in areas relating to procedural requirements and other matters within the purview of this Contract.

7. **CONTRACTOR'S CONTRACT MANAGER** - Contractor's Contract Manager shall be: a full-time employee of Contractor, and any replacement of this manager shall be subject to written approval by the County's Program Manager. He or she shall have overall responsibility for the performance of Contractor's activities under this contract and shall be authorized to act for and bind the Contractor in all matters relating to the administrative aspects of this contract.
8. **CONTRACTOR PERSONNEL** - The Contractor shall provide qualified personnel to perform work and provide deliverables as indicated in the RFP and Contractor's Proposal dated _____, 2003. The Contractor will ensure that its staff possesses the required professional licenses and certificates, if any, required by State of California, and a sufficient number of competent personnel to adequately perform Contractor's Services, as described in Section 9 herein, on a timely basis. The County may assess liquidated damages against the Contractor as specified in Section 24 of this contract.

The County reserves the right to require replacement of the Contractor's personnel. The Contractor also shall provide County with two weeks notice (10 business days) of any proposed changes in the Contractor's assigned personnel. In each instance, the Contractor shall provide the County Program Manager or his designee with a resume of the proposed replacement and an opportunity to interview the person prior to assigning a person to the project.

9. **CONTRACTOR SERVICES** - Contractor shall provide the services required by the County including but not limited to the following:

9.1 Renewal of Coverages

- (a.) Design, market, obtain quotations, evaluate insurers' financial status and place required insurance coverage with financially secure companies.
- (b.) Structure insurance programs to eliminate gaps or overlaps in policies and to provide the limits and coverages requested by the County, to the extent such coverages and limits are available.

9.2 Administration of Policy(ies)

- (a.) Review insurance binders, policies, endorsements, certificates and other documents to ensure work is complete and accurate and to advise of and correct any deficiency or non-compliance, if possible.
- (b.) Monitor insurer's financial status, advise immediately of any downgrading of

insurer's financial status, evaluate impact to the County and the actions to be taken to protect the County's interest.

- (c.) Provide early warning of rate and coverage changes and probable impact on County's program. Recommend coverage changes, when indicated.
- (d.) Service each policy issued under this program to the County. This includes, but is not limited to, processing all changes and endorsements and verifying the accuracy of invoices.
- (e.) Provide assistance with coverage questions, and consult with County regarding the coverages placed.
- (f.) Process in a timely manner and be responsible for any funds to or from the County (except contractor fees) that are entrusted to the Contractor until the entrusted funds are disbursed and received by the designated payee. This responsibility shall continue beyond this agreement's expiration date until all the entrusted funds are received by the payees.
- (g.) Recommend methods or procedures that would more efficiently expedite the flow of information and documents.
- (h.) Provide a variety of periodic reports as required by the County to enable analysis of coverages, compliance with insurance requirements and monitoring of claims and coverage limits. The reports shall include but not be limited to updating of insured values, listing of claims, allocation of premiums, listing of certificates issued, update and listing of insured facilities, etc.
- (i.) Assist with insurance policy wording changes to meet the needs of the County when necessary.
- (j.) Provide a stewardship report that chronicles the broker's activities during the policy year and projects or recommends activities for the remaining and coming policy year. The report should be provided as required by the County's Program Manager or his designee.

9.3 Claims Services - Assist the County in management of claims by providing the full range of claims services. This would include, at a minimum, the following:

- (a.) Assist County in management of claims to their conclusion for no additional fee by providing the full range of claims services.

- (b.) Review of the adequacy and timeliness of all loss runs and reports and to make changes as needed.
- (c.) Provide expert assistance on coverage and policy interpretation relative to the claim.
- (d.) Assist the County in resolving all outstanding claim disputes and in obtaining timely payments on all claim payments.
- (e.) Attend meetings regarding the program's claims process or relating to any claim or loss submitted under this insurance program

9.4 Other Services

- (a.) Provide advisement on other coverages if requested by the County.
- (b.) Provide, with the concurrence or at the request of the County's Program Manager, seminars and training sessions for the benefit of County personnel relating to commercial insurance programs.

10. **CONTRACTOR AVAILABILITY**

- 10.1 Contractor's claims staff shall be accessible twenty-four hours a day, seven days a week to the County Program Manager and/or other County staff for emergency consultation and immediate reporting of losses.
- 10.2 Contractor shall maintain normal office hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays.

11. **CONTRACTOR'S FINANCIAL STATEMENT**

- 11.1 Contractor shall submit their most current audited financial statements or a performance bond no later than 90 days prior to the annual insurance policy renewal or placement of a new policy. The broker will also provide any additional information required by the Auditor-Controller to confirm that the Contractor has the financial capability of maintaining the services necessary for the efficient administration of this insurance program.
- 11.2 The County will assess the financial statements of the Contractor and assign one of the following ratings as to its financial status: Excellent-Good, Fair or Poor.

Based on this assessment, the following actions will be taken:

- (a.) An Excellent-Good rating - Contractor shall continue to provide a full range of services, including handling of premium and settlement payments.
- (b.) A Fair rating - Contractor will continue to provide the required services except all premium payments due from the County will be directly processed by the County to the insurer(s) or provide a bond guaranteeing the fiduciary responsibility to the County as required by the County's Program Manager. If the County processes the premium payment(s), Contractor will reimburse the County for its total cost as determined by the County including any administrative and accounting cost to arrange, issue, and reissue (if required) each check. At the sole discretion of the County, it may charge a flat fee of \$250 for each check it issues which would include any re-issuance cost. The County may deduct this cost from any commission owed the Contractor.
- (c.) A Poor rating - Contractor will fully cooperate with County in transferring this insurance program to the brokerage firm designated by the County. In addition to Section 25 of this contract, ***Termination for Default of Contractor***, Contractor will return to the County any unearned commission, as determined by County, within 30 days of receiving notice of a Poor rating.

12. **CHANGES AND AMENDMENTS** - The County reserves the right to change any portion of this Agreement. All changes shall be accomplished as follows:

- 12.1 For any changes which affect the scope of work, term, compensation, or any provision included in this Agreement, a negotiated Amendment to this Agreement shall be prepared and executed by the Board of Supervisors and the Contractor.
- 12.2 For any change which does not affect the scope of work, term, compensation, or any provision included in this Agreement, a Change Notice shall be prepared and signed by the County's Program Manager and the Contractor's Contract Manager.

13. **TERMINATION FOR CONVENIENCE OF THE COUNTY**

- 13.1 Performance of services under this Agreement may be terminated by the County in whole or in part when such action is deemed by the County to be in its best interest. Termination of work shall be effected by delivery to the Contractor a ten (10) day prior written Notice of Termination specifying the extent to which the performance work is terminated and the date upon which such termination becomes effective. Said Notice of Termination shall be given by the County

Program Manager.

13.2 After receipt of the Notice of Termination and except as otherwise directed by the County, the Contractor shall:

- (a.) Stop services under this Agreement on the date and to the extent specified in the Notice of Termination.
- (b.) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- (c.) Submit to the County, in the form and with the certifications as may be prescribed by the County, a termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the Contractor to submit a termination claim and invoice within the time allowed, the County may determine on the basis of information available to the County, the amount, if any, due to the Contractor in respect to the termination, and such determination shall be final. After such determination is made, the County shall pay the Contractor the amount so determined.
- (d.) In the event it is determined by the County that the Contractor has been overcompensated, the County shall notify the Contractor of the overcompensation, and the Contractor must provide a written response within 30 days of the receipt of such notice, including any refund that may be due the County.

13.3 Subject to the provisions of the paragraph immediately above, the County and the Contractor shall negotiate an equitable amount to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause. A said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. The County shall pay the agreed amount, subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Agreement as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.

14. **RECORD RETENTION AND INSPECTION** - Upon receipt of a written request, the Contractor shall at no cost to the County, make available to the County and all authorized representatives for examination, audit, excerpt, copy or transcription any pertinent transaction, activity, time card or other record relating to this Agreement.

Failure on the part of the Contractor to comply with the provisions of this paragraph shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

Such material including books, records, documents, case files and all pertinent cost accounting, financial records, and proprietary data must be kept and maintained for a period of five (5) years after completion of the Agreement, or until such time as all audits are completed, whichever is earlier.

Upon expiration or cancellation of this Agreement, all documents, reports, records, case files, correspondence, and work product relating to the Contractor's operations under this Agreement shall be returned to the County or to such location as the County Program Manager may direct. It is understood that all of the materials described above are the property of the County and not of the Contractor herein.

In the event that records are located outside of a 100 mile radius of the Los Angeles Civic Center area of the County of Los Angeles, the Contractor shall reimburse the County for County's travel and per diem costs in connection with an inspection or audit.

In the event that an audit specifically regarding this Agreement is conducted by any Federal or State auditor, or any auditor or accountant employed by the Contractor or otherwise, the Contractor shall file a copy of each such audit report with the County's Program Manager within thirty (30) days after the Contractor's receipt thereof.

15. **ADJUSTMENT TO PAYMENTS FOLLOWING AUDIT** - If, at any time during the term of this Agreement or five (5) years after the expiration or termination of this Agreement, authorized representatives of the County conduct an audit of the Contractor regarding the services provided to the County hereunder, and if as a result of such audit it is determined that the County's dollar liability for such services is less than payments made by the County to the Contractor, then the Contractor agrees that the difference, at the County's option, shall be either: 1) repaid forthwith by the Contractor to the County by cash payment, or 2) credited against any future payments due hereunder to the Contractor. If, as a result of such audit, it is determined that the County's dollar liability for services provided hereunder is more than payments made by the County to the consultant, then the difference shall be paid to the Contractor by the County provided that in no event shall the County's maximum obligation exceed the amount appropriated by the Board of Supervisors.
16. **LIMITATION OF THE COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION** - The County's obligation is payable only and solely from funds appropriated for the purpose of this Agreement. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments

during subsequent fiscal periods are dependent upon the same action. In the event this Agreement extends into succeeding fiscal year periods, and, if the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or services shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such non-allocation at the earliest possible date.

17. **INDEPENDENT CONTRACTOR STATUS** - This Agreement between the County and the Contractor is not intended and shall not be construed to create a relationship of agent, servant, employee, joint venture, or association as between the County and the Contractor. The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of the Contractor and not employees of the County. The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Agreement.
18. **INDEMNIFICATION** - Contractor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.
19. **GENERAL INSURANCE REQUIREMENTS** - Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.
 - 19.1 **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Delta Uyenoyama, Los Angeles County Risk Management Operations, 3333 Wilshire Blvd., Los Angeles, California 90010, prior to commencing services under this Agreement. Such certificates or other evidence shall:
 - (a.) Specifically identify this Agreement.
 - (b.) Clearly evidence all coverages required in this Agreement.
 - (c.) Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

- (d.) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.
- (e.) identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

19.2 **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

19.3 **Failure to Maintain Coverage:** Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance

19.4 **Notification of Incidents, Claims or Suits:** Contractor shall report to County:

- (a.) any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
- (b.) any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.
- (c.) any injury to a contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.
- (d.) any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

19.5 **Compensation for County Costs:** In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and

such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

19.6 **Insurance Coverage Requirements for Subcontractors:** Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- (a.) Contractor providing evidence of insurance covering the activities of sub-contractors, or
- (b.) Contractor providing evidence submitted by sub-contractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

20. **INSURANCE COVERAGE REQUIREMENTS:**

20.1 **General Liability** insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

20.2 **Automobile Liability** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

20.3 **Workers Compensation and Employers' Liability** insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

- 20.4 **Professional Liability**: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.
21. **COVENANT AGAINST CONTINGENT FEES** - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agents maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
22. **GOVERNING LAWS** - This contract shall be construed in accordance with and governed by the laws of the State of California.
23. **COMPLIANCE WITH LAWS**
- 23.1 The Contractor agrees to comply with all applicable Federal, State and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein, are hereby incorporated by this reference.
- 23.2 The Contractor shall indemnify, defend and hold harmless the County from any loss, damage or liability resulting from a violation on the part of the Consultant of such laws, rules, regulations and ordinances.
24. **LIQUIDATED DAMAGES** - If Contractor fails to provide the cost and coverages as guaranteed or proposed, Contractor agrees to pay the County all costs, as determined by the County, to remedy the coverage to the satisfaction of the County's Program Manager and may be assessed up to 20% of the commission as determined by the County's Program Manager.

If Contractor fails to perform agreed services or perform such services within the time specified in accordance with the terms of this Contract, County shall reduce contractor's billing by an amount to be determined by the County Program Manager but not to exceed 20% of the commission for each noted deficiency.

As provided under this Contract, County's Program Manager shall serve written notice upon contractor of any deficiency noted. Contractor shall have up to ten (10) calendar days after receipt of deficiency notice to remedy deficiency before liquidated damages

are assessed.

25. **TERMINATION FOR DEFAULT OF CONTRACTOR**

25.1 The County may, subject to the provisions outlined below, by written notice of default to the Contractor, terminate immediately the whole or any part of this Agreement if the Contractor fails to perform any provision of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not remedy such failure within a period of ten (10) calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure

25.2 In the event the Contract is terminated for default, then the Contractor agrees to pay the County all costs incurred by the County, as determined by the County, for replacing the Contractor's services. In addition to the foregoing, damages arising from the Contractor's failure to perform will apply in all cases except where failure to perform arises out of causes beyond the control and without fault or negligence of the Contractor.

25.3 If, after notice of termination of this Agreement, it is determined for any reason that the Contractor was not in default under the provisions of this clause or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause entitled "Termination for Convenience of the County."

26. **TERMINATION FOR NON-APPROPRIATION OF FUNDS** - County's obligation is payable only from funds appropriated for the purpose of this Contract. All funds for payments after the end of the current fiscal year are subject to Federal, State or County's legislative appropriation for this purpose. In the event this Contract extends into succeeding fiscal year periods and the Board of Supervisors or the State or Federal Legislature does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated as of the end of the then current Fiscal Year.

County shall make a good faith effort to notify Contractor, in writing, of such non-appropriation at the earliest time.

27. **DELEGATION AND ASSIGNMENT** - The Contractor shall not delegate its duties nor assign its rights hereunder, either in whole or in part, without the prior written consent of the County.

27.1 Any delegation of duties shall be in the form of a subcontract. The Contractor's

request to the County, for approval to enter into a subcontract shall include:

- (a.) A description of the services to be provided by a proposed subcontractor.
- (b.) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected.
- (c.) The proposed subcontract amount, together with the Contractor's cost or price analysis thereof.
- (d.) A copy of the proposed subcontract. Any later modification or amendment of such subcontract shall be approved in writing by the County before such modification or amendment is effective.

27.2 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by the County shall not be construed to constitute a determination of the allowableness of any cost under this Agreement. In no event, shall approval of any subcontract by the County be construed as effecting any increase in the amount contained in the maximum obligation of the County.

28. **TERMINATION FOR IMPROPER CONSIDERATION** - The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

29. **DISCLOSURE OF INFORMATION** - The Contractor shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Agreement within the following conditions:
- 29.1 The Contractor shall develop all publicity material in a professional manner.
- 29.2 During the course of performance of this Agreement, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of the County without the County's prior consent.
- 29.3 The Contractor shall not possess any interest, title, or right to any County case data or records. The Contractor is prohibited from disclosing any identified or unidentified raw County data to any other party, or from combining any identified or unidentified raw County data with that of any other Contractor client or other party into any database or report format for any purpose whatsoever without the expressed, written authorization of the County.
30. **NOTICE OF DELAYS** - Except as otherwise expressly provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within five (5) working days, give notice thereof, including all relevant information with respect thereto, to the other party.
31. **VALIDITY** - The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.
32. **WAIVER** - No waiver of a breach of any provision of this Agreement by the County shall constitute a waiver of any other breach of said provision or any other provision of this Agreement. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver thereof.
33. **DEFAULT FOR INSOLVENCY**
- 33.1 The County may cancel this Agreement for default in the event of the occurrence of any of the following:
- (a.) Insolvency of the Contractor. The Contractor shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or

not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.

- (b.) The filing of a voluntary petition to bankruptcy.
- (c.) The appointment of a Receiver of Trustee for the Contractor.
- (d.) The execution by the Contractor of an assignment for the benefit of creditors.

33.2 The remedies reserved to the County herein shall be cumulative and additional to any other remedies provided in law or equity.

34. **NOTICES**

34.1 Notices required or permitted to be given under the terms of this Agreement or by any law now or hereafter in effect may, at the option of the party giving notice, be given by personal delivery or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or substation thereof, or any public mail box. Any such notice and the envelope containing same shall be addressed to the Contractor at its place of business as designated in this Agreement or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing same to the County shall be addressed to:

Rocky Armfield, County Risk Manager
Chief Administrative Officer
3333 Wilshire Blvd., Suite 820
Los Angeles, California 90010

34.2 In the event of suspension or termination of this Agreement, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor.

35. **NON-EXCLUSIVE CONTRACT** - This is a non-exclusive contract. The County reserves the right to contract with any and all successful proposers for the same or similar services.

36. **NON-DISCRIMINATION IN EMPLOYMENT**

36.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age,

condition of physical or mental handicap, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 36.2 The Contractor shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, ancestry, national origin, age or condition of physical or mental handicap or marital status, or political affiliation. Such action shall include but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- 36.3 The Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of physical or mental handicap, marital status, or political affiliation.
- 36.4 The Contractor shall allow the County's representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.
- 36.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Agreement
37. **NON-DISCRIMINATION IN SERVICES** - The Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex or age in accordance with all applicable requirements of Federal and State law.
- 37.1 For the purpose of this section, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different or is provided in a different manner or at a different time from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service; treating any person differently from others in determining admission,

enrollment quota, eligibility, membership or any other requirement or condition which persons must meet, in order to be provided any service or benefit.

- 37.2 The Contractor shall take positive steps to ensure that claimants are provided services without regard to race, color, religion, national origin, ancestry, sex, or age.
38. **ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS** - The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, national origin, age, condition of mental or physical handicap, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
39. **CONFLICT OF INTEREST** - The Contractor represents and warrants that no County employee whose position in the County enables him/her to influence the award of this Agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein or does or shall have any direct or indirect financial interest in this Agreement.
40. **CONFIDENTIALITY** - The Contractor shall maintain the confidentiality of all its records, including but not limited to billing, County records, case records and patient records, in accordance with all applicable Federal, State and local laws, regulation, ordinances and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement. As a condition of employment, all employees of the Contractor must sign and adhere to the attached "Contractor Employee Acknowledgment and Confidentiality Agreement" (Exhibit 4). The Confidentiality Agreement shall be filed in the Contractor's personnel records for the employee and Contractor shall provide a copy upon request by the County.
41. **AUTHORIZATION WARRANTY** - The Contractor represents and warrants that the signatory to this Agreement is fully authorized to obligate the Contractor hereunder and that all corporate acts necessary to the execution of this Agreement have been accomplished
42. **MERGER** - This Agreement and all documents which are incorporated therein by reference shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

43. **LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES** - The Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates, if any, required by law, which are applicable to the performance of this Agreement, and shall further ensure that all of its officers, employees and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance of services hereunder.
44. **CONTRACTOR'S OFFICE** - The Contractor shall notify the County's Program Manager in writing of the Contractor's intent to move and change its business location, at least thirty (30) calendar days prior to the effective date.
45. **UNLAWFUL SOLICITATION**
- 45.1 The Contractor shall inform all of its employees performing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of the California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitations as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees.
- 45.2 The Contractor shall inform all of its officers, employees, and agents performing services hereunder of the provisions of Labor Code Section 3219. As a condition of employment, all employees of the Consultant must sign and adhere to the attached "Contractor Employee Acknowledgment and Confidentiality Agreement" (Attachment F).
46. **IMPROPER ACTS OR FAILURE TO ACT** - The Contractor shall reimburse the County for overpayments, fines, penalties, attorneys' fees, interest, medical costs, rehabilitation costs and retroactive or excessive periods of compensation which County paid or is required to pay as a result of consultant's act(s) and/or omission(s) which violate any provision of this agreement, the provisions of the Labor Code, or the provisions of the California Code of Regulations (Title 8), or which fail to comply with the general standards of care and generally accepted practices in the workers' compensation claims administration industry.
- Contractor shall not be required to reimburse the County if the Contractor's act(s) and/or omission(s) resulted from following express instructions from an authorized County representative.
47. **COUNTY LOBBYIST ORDINANCE** - The Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los

Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement

48. **COUNTY'S RIGHT TO RENEGOTIATE CONTRACT** - The County retains the right to renegotiate the terms, conditions and fees during the period of the contract if such renegotiation is necessitated by budget shortfalls and reductions
49. **CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS** - Should the Contractor require additional or replacement personnel after the effective date of this contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff after the effective date of this contract.
50. **CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT** - Should contractor require additional or replacement personnel after the effective date of this Contract, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet contractor's minimum qualifications for the open position. County will refer GAIN/GROW participants, by job category, to contractor.
51. **COUNTY'S QUALITY ASSURANCE PLAN** - The County or its agent will evaluate Contractor's performance under this agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or not corrected will be reported to the Board of Supervisors. The report will include improvements/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement
52. **CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM** - Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

53. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM** - Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 51, "Contractor's Warranty of Adherence to County's Child Support Compliance Program", shall constitute a default by contractor under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this agreement pursuant to Paragraphs 23.0 - 23.3, "Termination for Default of Contractor."
54. **NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT** - Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned income credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in , Internal Revenue Service Notice 1015, Attachment I also available on the internet at http://www.irs.gov/prod/forms_pubs/pubs.html.
55. **CONTRACTOR RESPONSIBILITY AND DEBARMENT**
- 55.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
- 55.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

- 55.3 The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity
- 55.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 55.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate Length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal
- 55.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
56. **RECYCLED BOND PAPER** - Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor Agrees to use recycled-content paper to the maximum extent possible on this Contract.
57. **JURY SERVICE PROGRAM COMPLIANCE** - This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.
- 57.1 **Written Employee Jury Service Policy:**
- (a.) Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program

(Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

- (b.) For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.
- (c.) If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
- (d.) Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of

future County contracts for a period of time consistent with the seriousness of the breach.

58. **NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW** - Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available for printing at www.babysafela.org.

RFP - AVIATION PERSONAL, SHERIFF RESERVE AND VOLUNTEER
ACCIDENTAL DEATH AND DISABILITY INSURANCE PROGRAMS

IN WITNESS THEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Chairman and the seal of such Board to be hereto affixed, and attested to by the Executive Officer-Clerk thereof, and the Contractor has caused this Agreement to be subscribed to on its behalf by its duly authorized officer, the day, month and the year first above written.

COUNTY OF LOS ANGELES

ATTEST:

By _____
Chairman, Board of Supervisors

VIOLET VARONA-LUKENS
Executive Officer
Clerk of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

CONTRACTOR

By _____

(Title)

APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

By _____
Deputy County Counsel

RFP - AVIATION PERSONAL, SHERIFF RESERVE AND VOLUNTEER
ACCIDENTAL DEATH AND DISABILITY INSURANCE PROGRAMS

LOS ANGELES COUNTY COMMUNITY BUSINESS ENTERPRISE(CBE) PROGRAM

EXHIBIT 2

FIRM/ORGANIZATION INFORMATION

INSTRUCTIONS: All proposers responding to this solicitation must return this form for proper consideration of the proposal. The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 49 CFR § 23.5.

I. **TYPE OF BUSINESS STRUCTURE:** _____

(Non-profit, corporation, Partnership, Sole Proprietorship, etc.)

If you are a non-profit, please skip sections II through V and fill in the name of the firm and sign on page 2.

II. **TOTAL NUMBER OF EMPLOYEES IN FIRM (including owners):** _____

III. **RACE/ETHNIC COMPOSITION OF FIRM** (Partners, Associates Partners, Managers, Staff, Etc.). Please break down the above total number of employees into the following categories:

	OWNERS/PARTNERS/ASSOCIATE PARTNERS		MANAGERS	STAFF
	Male	Female		
Black/African American				
Hispanic/Latino				
Asian or Pacific Islander				
American Indian/Alaskan Native				
Filipino American				
White				

IV. **PERCENTAGE OF OWNERSHIP IN FIRM** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian/ Alaskan Native	Filipino American	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

V. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES** Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veteran business enterprise by a public agency? (If yes, complete the following and attach a copy of your proof of certification.)

		M	W	D	DV	Expiration Date	
Agency							
Agency							
Agency							
Agency							
Agency							

LEGEND: M = Minority; W = Women; D = Disadvantaged; DV = Disabled Veteran

CBE SANCTIONS

It's the policy of the County of Los Angeles Board of Supervisors that it is unlawful for any person to knowingly submit fraudulent information with the intent of receiving CBE certification and its concurrent benefits for which they are not entitled.

1. A person or business shall not:
 - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purposes of this article.
 - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women business enterprise, or both.
 - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise, or both.
 - d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public moneys to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, subcontractor, or supplies in, any county contract or project for a period of three years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles and I declare under penalty of perjury that the foregoing Firm/Organization Information is true and correct.

Name of Firm _____

Signature _____ Title _____

Date _____

PRINCIPAL OWNER INFORMATION FORM

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to the CSSD information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to CSSD is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE DISTRICT ATTORNEY AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

To: Child Support Services Department
Special Projects
P.O. Box 91109
Los Angeles, CA 90091-1009
FAX: (323) 869-0634 Telephone: (323) 832-7277 or (323) 832-7276

Contractor or Association Name as Shown on Bid or Proposal: _____

Contractor or Associated Member Name, if Contractor is an Association: _____

Contractor or Associated Member Address: _____

Telephone: _____ **FAX:** _____

County Department Receiving Bid or Proposal: _____

Type of Goods or Services To Be Provided: _____

Contract or Purchase Order No. (if applicable): _____

- Principal Owners:** Please check appropriate box. If box I is checked, no further information is required. Please sign and date the form below.
- I. ☐ No natural person owns an interest of 10 percent or more in this Contractor.
- II. ☐ Required principal owner information is provided below. (Use a separate sheet if necessary.)

	<u>Name of Principal Owner</u>	<u>Title</u>	<u>Payment Received</u>	
			<u>From Contractor</u>	
1.	_____	_____	[YES]	[NO]
2.	_____	_____	[YES]	[NO]
3.	_____	_____	[YES]	[NO]

I declare under penalty of perjury that the foregoing information is true and correct.

By: _____ Date: _____
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

(Print Name) (Title/Position) (CSCP CERTIFICATION)

RFP - AVIATION PERSONAL, SHERIFF RESERVE AND VOLUNTEER
ACCIDENTAL DEATH AND DISABILITY INSURANCE PROGRAMS

EXHIBIT 3

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE DISTRICT ATTORNEY AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name as shown in bid or proposal) _____, hereby submit this certification to the (County department) _____, pursuant to the provisions of County Code Section 2.200.060, and hereby certify that (contractor or association name as shown in bid or proposal) _____, an independently-owned or franchiser-owned business (circle one), located at (contractor or, if an association, associated member address) _____

is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the Child Support Services Department (CSSD);
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5 and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ day of _____
(Month and Year)

at: _____
(City/State) (Telephone No.)

by: _____
(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832-7277 or (323) 832-7276

(CCC FORM)

EXHIBIT 4

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT
AND CONFIDENTIALITY AGREEMENT**

General Information

Your employer, _____, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this employer acknowledgment and confidentiality agreement.

Employer Acknowledgment

I understand that _____ is my sole employer for purposes of this agreement.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, _____ and the County of Los Angeles.

Confidentiality Agreement

As an employee of _____, you may be involved with work pertaining to County services, and, if so, you may have access to confidential data pertaining to persons or entities represented by the Office of the County Counsel. The County Counsel's office or designated private law firm has a confidential attorney/client relationship with its clients. All personnel who perform services pursuant to this agreement are bound by that confidential relationship, which is set forth in the California Evidence Code, Article 3, and the California Code of Professional Responsibility. In addition, the County has a legal obligation to protect all confidential data in its possession, especially data concerning health, criminal and welfare recipient as well as that protected by the attorney/client privilege. Consequently, you must sign this Confidentiality Agreement for the County of Los Angeles.

Please read the attached Agreement and take due time to consider it prior to signing.

EXHIBIT 4

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

I hereby agree that I will not divulge to any unauthorized person, data obtained while performing work pursuant to the contract between _____ and the County of Los Angeles.

I agree to forward all requests for the release of information received by me to my immediate supervisor.

I have been informed by my employer of Article 9 of Chapter 4 of Division 3 (Commencing with 6150) of the California Business and Professions Code (i.e. State Bar Act provisions regarding unlawful solicitations as a runner or capper for attorneys) which states:

“ . . . It is unlawful for any person, in his individual capacity or in his capacity as a public or private employee, or for any firm, corporation or partnership or association to act as a runner or capper for any such attorneys to solicit any business for such attorneys. . . ”

I have also been informed by my employer of Labor Code Section 3219 (i.e. provisions stating it is a felony to offer compensation to claims adjusters and/or for adjusters to accept compensation) which states:

“ . . . any person acting individually or through his or her employee or agents, who offers or delivers any rebate, refund, commission, preference, patronage, dividend, discount, or other consideration to any adjuster of claims for compensation, as defined in Section 3207, as compensation, inducement, or reward for the referral or settlement of any claim, is guilty of a felony. . . ”

I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor, and I agree to ensure that said supervisor reports such violation to the County of Los Angeles, Department of Human Resources. I agree to return all confidential materials to my immediate supervisor upon termination of my employment with _____ or upon completion of the presently assigned work task, whichever occurs first.

I acknowledge that violation of this Agreement & Acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.

Signature _____ Dated _____

Printed Name _____

Position/Title _____

EXHIBIT 5

CERTIFICATION OF "NO CONFLICT OF INTEREST"

Los Angeles County Code Chapter 2.180.010, "Contracts Prohibited," sets forth the following:

Section 2.180.010: **CONTRACTS PROHIBITED**

Notwithstanding any other section of the code, the County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist, which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit making firms or businesses in which employees described in sub-section (a) serve as officers, principals, partners or major shareholders;
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of sub-section (a), and who were 1) employed in positions of substantial responsibility in the area of service to be performed by the contract; or 2) participated in any way in developing the contract or its service specifications;

and

4. Profit making firms or businesses in which the former employees described in sub-section (c) serve as officers, principals, partners or major shareholders.

The contractor hereby certifies that personnel who developed and/or participated in the preparation of this contract do not fall within the scope of the Los Angeles County Code, Section 2.180.010, as outlined above.

Signature _____

Printed Name and Title _____

Date _____

EXHIBIT 6

FAMILIARITY OF THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Vendor certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Vendor also certifies that all persons acting on behalf of the Vendor organization have and will comply with it during the proposal process.

Signature _____ Date _____

PROPOSER'S/OFFEROR'S EEO CERTIFICATION

Contractor's Name

Address

Internal Revenue Service Employer Identification Number

General

In accordance with Section 22001, Administrative Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and shall be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

Contractor's Certification

A. The Contractor has a written policy statement prohibiting discrimination in all phases of employment.

☐ YES ☐ NO

B. The Contractor periodically conducts a self analysis on utilization of its work force.

☐ YES ☐ NO

C. The Contractor has a system for determining if its employment practices are discriminatory against protected groups.

☐ YES ☐ NO

D. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals and timetables.

☐ YES ☐ NO

Signature _____

Print Name and Title _____

Date _____

RFP - AVIATION PERSONAL, SHERIFF RESERVE AND VOLUNTEER
ACCIDENTAL DEATH AND DISABILITY INSURANCE PROGRAMS

EXHIBIT 8

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address		
City	State:	Zip Code:
Telephone Number:		
Solicitation For (Type of Goods or Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

PROPOSAL'S LAST PAGE

PRESENTATION AND CERTIFICATIONS

Certification of Independent Price Determination

1. By submission of this Proposal, the potential contractor certifies that the prices quoted herein have been arrived at independently without consultation, communication or agreement with any other proposer or competitor for the purposes of restricting competition.
2. List and attach the names of all joint ventures, partners, sub-contractors or others having any right of interest in this contract or the proceeds thereof.

This page shall include the signature of the person(s) authorized to bind the applicant in a contract.

(Corporate Name)

(Firm Name)

BY: _____
(Signature)

(Typed Name and Title of Signature)

BY: _____
(Signature)

(Typed Name and Title of Signature)

Los Angeles, California

Date: _____

Address: _____

City: _____

Phone: _____

RFP - AVIATION PERSONAL, SHERIFF RESERVE AND VOLUNTEER
ACCIDENTAL DEATH AND DISABILITY INSURANCE PROGRAMS

EXHIBIT 10

PREMIUM & BROKER COMPENSATION QUOTE SHEET

Proposers must submit quotes at the current program limits (**A.** below). Proposers also may submit alternate quotes for higher limits or alternate deductibles (**B.** below).

A. QUOTE FOR EXISTING LIMITS

	Aviation Personal Accident Insurance Program (for description see <u>Section II, A</u>)	Sheriff Reserve Disability Income Insurance Program (for description see <u>Section II, B</u>)	Volunteer Insurance Program (for description see <u>Section II, C</u>)	Total Estimated Premium
Estimated Premium (include taxes & fees)				
Broker Compensation/ Commission (must indicate \$ amount & % of est. premium)				
Total Estimated Premium				

B. QUOTE FOR ALTERNATE LIMITS AND/OR DEDUCTIBLES

	Aviation Personal Accident Insurance Program (for description see <u>Section II, A</u>) *	Sheriff Reserve Disability Income Insurance Program (for description see <u>Section II, B</u>)	Volunteer Insurance Program (for description see <u>Section II, C</u>)	Total Estimated Premium
<u>Alternate Limits:</u>				
Alternate Deductible(s)				
Estimated Premium (include taxes and fees)				

* Please include quote for a weekly income benefit of \$602 per live for a maximum of 104 weeks with a 31 day elimination period.

RFP - AVIATION PERSONAL, SHERIFF RESERVE AND VOLUNTEER
ACCIDENTAL DEATH AND DISABILITY INSURANCE PROGRAMS

EXCEPTIONS

List any exceptions to the minimum requirements listed under the ***Insurance Requirements: Proposed Specifications and Required Conditions***, Section VII of this RFP (use extra sheet if necessary).

Name of Proposer

Signature of Authorized Corporate Officer

Date

CURRENT POLICY INFORMATION

(Note the current policies are separate documents.
One for each of the three current insurance policies.)

SCHEDULE OF COUNTY AIRCRAFT

Sheriff Aircraft			Fire Aircraft		
Aircraft	Reg. No.	Seating	Aircraft	Reg. No.	Seating
MD520N	N950SD	1 + 2	Bell 412	N17LA	1 + 10
MD520N	N952SD	1 + 2	Bell 412	N18LA	1 + 10
MD520N	N953SD	1 + 2	Bell 412	N120LA	1 + 10
MD520N	N954SD	1 + 2	Bell 412	N412LA	1 + 10
MD520N	N955SD	1 + 2	Bell 206BIII	N55LA	1 + 4
MD520N	N956SD	1 + 2	Firehawk	N160LA	1 + 16
MD600N	N957SD	1 + 3	Firehawk	N190LA	1 + 16
MD600N	N958SD	1 + 3			
MD600N	N959SD	1 + 3			
MD500E	N241JH	1 + 2			
MD500E	N234RF	1 + 2			
Hughes 500D	N8387F	1 + 2			
Sikorsky SH-3H	N950DF	1 + 16			
Sikorsky SH-3H	N950SB	1 + 16			
Sikorsky SH-3H	N240HJ	1 + 16			
AS350B2	N960SD	1 + 4			
AS350B2	N961SD	1 + 4			
AS350B2	N962SD	1 + 4			
Cessna T210N	N732WQ	1 + 4			
Cessna 210N	N6330C	1 + 3			
Beech King Air	N5559X	1 + 9			

VOLUNTEER AND SHERIFF RESERVE PROGRAM DATA

VOLUNTEER HOURS FOR CALENDAR YEAR 2002		
	DEPARTMENTS	JAN - DEC
1	Ag. Comm/Wgts & Measures	2,075
2	Animal Care and Control	9,703
3	Beaches and Harbors	104,414
4	Board of Supervisors Fifth District	30
5	Chief Administrative Office	236
6	Child Support Services	110
7	Children & Family Services	31,950
8	Community Development Commission	13,054
9	Community & Senior Services	120,558
10	Consumer Affairs	9,078
11	Coroner	482
12	County Counsel	2,116
13	District Attorney	75,350
14	Victim Witness Program	2,768
15	Fire	49,330
	Health Services Grand Total: 806,995	
16	Antelope Valley Rehabilitation Centers	119,168
17	Harbor-UCLA Medical Center	95,558
18	High Desert Hospital	18,315
19	LAC+USC Medical Center	261,057
20	Martin Luther King/Drew Medical Center	70,791
21	Nutrition	2,087
22	Olive View/UCLA Medical Center	178,060
23	Public Health Programs and Services	6,765
24	Rancho Los Amigos Medical Center	53,899
25	Women's Health Policy Council	1,295
26	Human Relations Commission	3,200
27	Human Resources	11
28	Mental Health	146,675
29	Military and Veterans Affairs	7,475

RFP - AVIATION PERSONAL, SHERIFF RESERVE AND VOLUNTEER
ACCIDENTAL DEATH AND DISABILITY INSURANCE PROGRAMS

VOLUNTEER HOURS FOR CALENDAR YEAR 2002		
	DEPARTMENTS	JAN - DEC
30	Museum of Art	182,980
31	Museum of Natural History	42,950
32	Parks and Recreation	697,293
33	Probation	21,110
34	Public Defender	3,082
35	Public Library	118,313
36	Public Social Services	16,078
37	Public Works	111,012
38	Registrar - Recorder	603,285
	Sheriff Grand Total: 448,959	
39	Civilian Volunteers	186,897
40	Reserve Officers/Explorers	262,062
41	Superior Court (Not included for insurance purposes)	262,277
	TOTAL DEPARTMENTS 2002	<u>3,892,949</u>
42	Cesar Chavez Community Service Week	3,600
	<u>GRAND TOTAL VOLUNTEER HOURS 2002</u>	<u>3,896,549</u>
	<u>GRAND TOTAL INSURANCE PROGRAM HOURS 2002</u>	<u>3,634,272</u>

RFP - AVIATION PERSONAL, SHERIFF RESERVE AND VOLUNTEER
ACCIDENTAL DEATH AND DISABILITY INSURANCE PROGRAMS

EXHIBIT 13

LOSS EXPERIENCE

7/1/99 to 3/7/03

LOSS DATE	PAID BENEFITS + INTEREST	EXPENSES	CURRENT RESERVE
POLICY NO. 8056551 Sheriff Reserves			
No Claims	\$0.00	\$0.00	\$0.00
POLICY NO. 8056552 Aviation / Fire & Sheriff Dept.			
No Claims	\$0.00	\$0.00	\$0.00
POLICY NO. 8056553 Volunteers			
8/17/99	\$0.00	\$0.00	\$0.00
3/15/00	\$0.00	\$0.00	\$0.00
10/29/99	\$534.62	\$0.00	\$0.00
4/7/00	\$1,174.10	\$0.00	\$0.00
3/11/00	\$401.32	\$0.00	\$0.00
10/16/99	\$0.00	\$0.00	\$0.00
3/25/00	\$777.60	\$0.00	\$0.00
5/14/00	\$1,468.66	\$0.00	\$0.00
4/1/00	\$0.00	\$0.00	\$0.00
6/9/00	\$24.81	\$0.00	\$0.00
7/1/00	\$752.50	\$0.00	\$0.00
10/20/00	\$124.54	\$0.00	\$0.00
11/2/00	\$318.74	\$0.00	\$0.00
10/24/00	\$339.40	\$0.00	\$0.00
7/27/01	\$587.70	\$16.33	\$0.00
7/27/01	\$475.00	\$0.00	\$0.00

RFP - AVIATION PERSONAL, SHERIFF RESERVE AND VOLUNTEER
ACCIDENTAL DEATH AND DISABILITY INSURANCE PROGRAMS

LOSS DATE	PAID BENEFITS + INTEREST	EXPENSES	CURRENT RESERVE
POLICY NO. 8056553 Volunteers (Continued)			
7/20/01	\$0.00	\$0.00	\$0.00
7/27/01	\$715.00	\$0.00	\$0.00
7/27/01	\$634.50	\$17.88	\$0.00
7/12/01	\$0.00	\$0.00	\$0.00
7/17/01	\$0.00	\$0.00	\$0.00
7/13/01	\$0.00	\$0.00	\$0.00
7/27/01	\$0.00	\$0.00	\$0.00
9/7/01	\$2,019.50	\$51.38	\$0.00
9/7/01	\$867.00	\$0.00	\$0.00
2/21/02	\$5,719.31	\$177.80	\$0.00
10/27/01	\$136.60	\$0.00	\$0.00
11/08/01	\$0.00	\$0.00	\$0.00
6/4/02	\$0.00	\$0.00	\$0.00
6/27/02	\$0.00	\$0.00	\$0.00
6/27/02	\$0.00	\$0.00	\$0.00
6/27/02	\$0.00	\$0.00	\$0.00
7/30/02	\$10,000.00	\$73.38	\$0.00
10/24/02	\$101.64	\$0.00	\$398.36
10/20/02	\$871.22	\$93.35	\$0.20
11/18/02	\$0.00	\$0.00	\$0.00